

DEVELOPMENT AND CONDITIONAL ZONING AGREEMENT

This Development and Conditional Zoning Agreement is hereby made and entered into this _____ day of _____, 2006, by and between Sierra Investments, LLC, a Nebraska limited liability company, hereinafter referred to as "Developer", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City".

RECITALS

I.

Developer has petitioned the City for a change of zone (No. 05082) from R-6 Residential District to B-3 Commercial District upon the following described property generally located at 21st and "K" Streets ("Property"). The Property is legally described as:

Lots 1 through 5 and the east 30 feet of Lot 6, McMurtry's Addition,
Lincoln, Lancaster County, Nebraska.

II.

The request for the change of zone to B-3 Commercial District would allow the Property to be used for a range of commercial and retail uses including automobile repair and sales facilities, service stations, and similar uses which would not be compatible with the adjacent residential neighborhood.

III.

The Developer has represented to the City that in consideration of the City re-zoning the Property to B-3 Commercial District, Developer will enter into an agreement with the City prohibiting the Property from being used for the following uses:

- a. Automobile sales facilities:
- b. Self-service coin operated car wash;

in order to provide a compatible development with the adjacent residential neighborhood.

IV.

The City desires Developer to enter into this Agreement to be assured that the Developer will develop the Property as represented should the Property be re-zoned to B-3 Commercial District.

NOW, THEREFORE, in consideration of the above recitals and the following terms and conditions, the parties agree as follows:

1. The City hereby agrees to grant Developer's petition to change the zoning map from R-6 Residential District to B-3 Commercial District on the Property.

2. In consideration for the City re-zoning the Property to B-3 Commercial District, the Developer agrees that the development of the Property shall be subject to the following requirements:

a. The Property shall be developed in accordance with the site plan attached as Exhibit "A".

b. The Property shall be developed in the style and substantially comply with the architectural rendering shown on Exhibit "B".

c. In the event the use of the Property changes from a vehicle body repair shop to another use, City may evaluate the traffic impact of such change and may require closure of the east curb cut on "K" Street, if warranted.

d. No additional driveways west of the two-way driveway shown on Exhibit "A" shall be allowed. The two-way drive must serve any future use, development or construction on the remaining land west of the two-way drive.

3. As further consideration for granting the B-3 Commercial District zoning on the Property, Developer agrees that the following conditional uses in the B-3 District are prohibited:

a. Automobile sales facilities;

b. Self-service, coin operated car wash.

4. Developer agrees that final building plans shall be subject to review by the Nebraska Capitol Environs Commission, pursuant to Chapter 27.56 of the Lincoln Municipal Code.

5. This Agreement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

6. This Agreement, when executed by the parties hereto, shall be recorded by the City in the office of the Register of Deeds of Lancaster County, Nebraska, filing fees to be paid by Developer.

IN WITNESS WHEREOF, the parties herein have executed this Agreement on the day and year set forth above.

SIERRA INVESTMENTS, LLC, a Nebraska
limited liability company,

By: _____
_____, Manager

Attest:

CITY OF LINCOLN, NEBRASKA
a municipal corporation,

City Clerk

Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____, Manager of Sierra investments, LLC, a limited liability company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

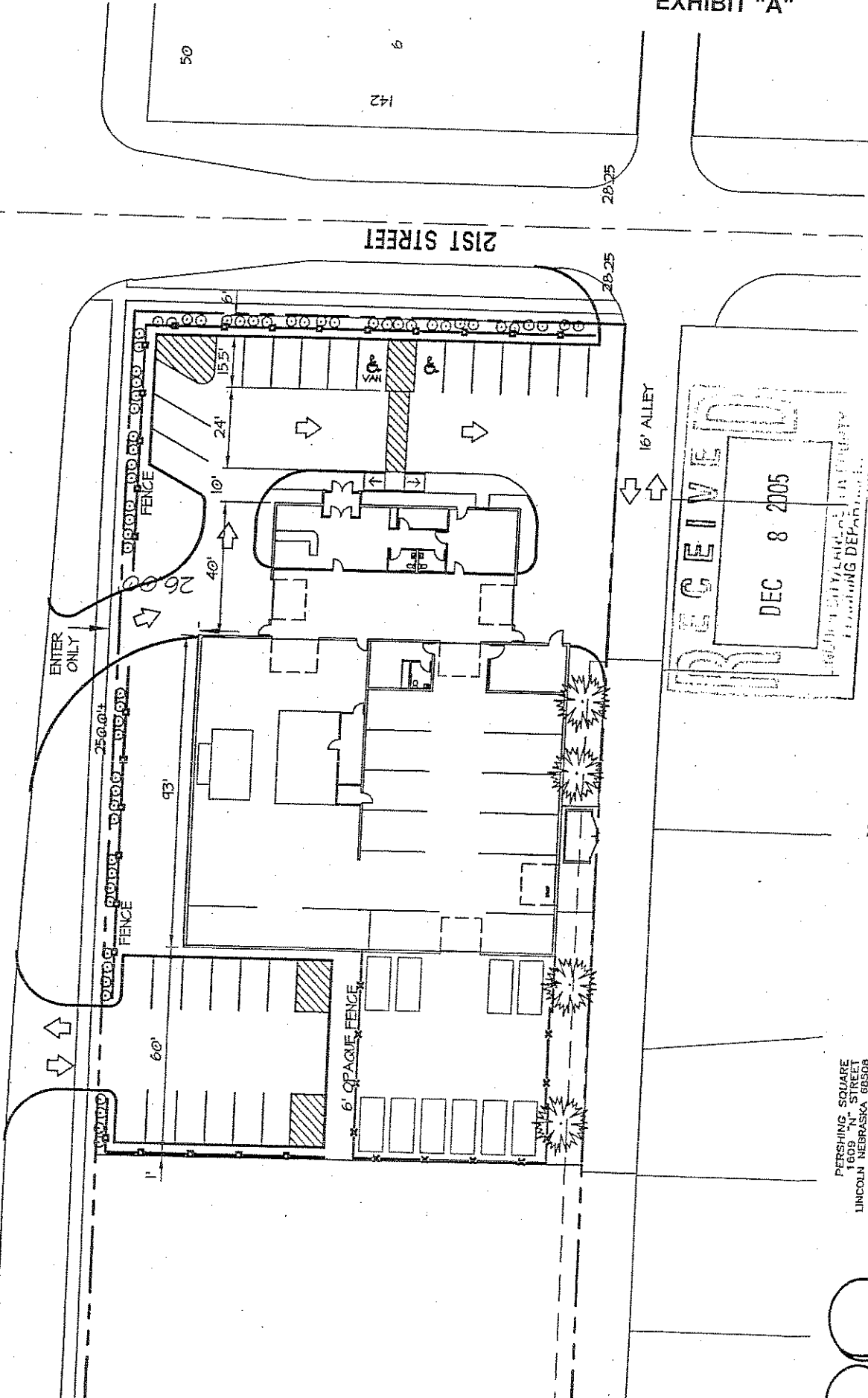
(J:\COUNIERP\Development Agr w Sierra (City Version).wpd)

EXHIBIT "A"

08 DEC 2005

K STREET

21ST STREET



PERSHING SQUARE
1609 "N" STREET
LINCOLN, NEBRASKA 68508
voice: 402/474-3000
fax: 402/474-4045
desassoc@lincolnbroska.com

HILLHOUSE

SCALE 1" = 40'

DESIGN ASSOCIATES
OF LINCOLN, INC

EXHIBIT "B"

